

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

**KEVIN WARD,**

**Plaintiff,**

**v.**

**SOVA FOOD, INC. D/B/A  
TAKE AWAY CATERING,**

**Defendant.**

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**Case No. 3:16-CV-2825**

**Judge Aleta A. Trauger**

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**JOINT MOTION FOR APPROVAL OF COMPROMISE AND SETTLEMENT**

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Plaintiff Kevin Ward (“Plaintiff”) and Defendant, Sova Food, Inc. d/b/a Take Away Catering (“Defendant”), jointly move the Court to approve the confidential settlement reached by the parties. In support of this Motion, the parties state as follows:

1. In this action filed on November 1, 2016 (“the Lawsuit”), Plaintiff alleged that Defendant improperly classified Plaintiff as exempt from overtime and failed to pay Plaintiff overtime compensation in violation of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”). Defendant denies the allegations.

2. The parties have a *bona fide* dispute over the liability, if any, of Defendant and any amounts Plaintiff would be owed. Counsel for the parties exchanged relevant factual information to provide both parties with sufficient information to assess the relative strengths and weaknesses of their positions.

3. On February 9, 2017, the parties reached a compromise and settlement, the terms of which have now been formalized in the Settlement Agreement and General Release (“Settlement Agreement”). As part of their settlement, the parties agreed not to disclose the

terms of the Settlement Agreement to anyone other than to their counsel, spouse, and tax or financial advisors.

4. Contemporaneous with this Motion, Defendant has filed an Unopposed Motion to File Settlement Agreement Under Seal. The parties' Settlement Agreement is not conditioned on the Court's approval of Defendant's Unopposed Motion to File Settlement Agreement Under Seal. Defendant will file the Settlement Agreement with the Court consistent with the Court's ruling on Defendant's Unopposed Motion to File Settlement Agreement Under Seal.

5. Plaintiff and his counsel have conducted an investigation and evaluation of the facts and law relating to the claims asserted in the Lawsuit, and, after balancing the benefits of settlement with the costs, risks, and delay of continued litigation, Plaintiff believes that the settlement as provided in this Settlement Agreement is in his best interest and represents a fair, reasonable, and adequate resolution of the Lawsuit.

6. Defendant denies liability or wrongdoing of any kind associated with Plaintiff's claims.. Bona fide disputes exist between the parties not only as to the relevant facts but also as to the legal merits of Plaintiff's claims. The parties have independently determined, however, that continued litigation would be protracted, expensive, uncertain, and contrary to their best interests. In light of these realities, the parties believe that the Settlement Agreement is the best way to resolve the disputes between and among them. The parties have agreed that the economic terms related to the matter reflect a fair and reasonable method to resolve their dispute.

7. The parties join in requesting approval of the settlement. The parties agree that the Settlement Agreement is fair and reasonable and respectfully move the Court to grant the Joint Motion for Approval of Compromise and Settlement and dismiss the action, with prejudice.

s/ Aron Z. Karabel

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s/ Michael L. Russell (w/ permission)

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*Attorneys for Plaintiff Kevin Ward*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and accurate copy of the foregoing has been served via the Court's ECF system upon:

Michael L. Russell, Esq.  
Emily S. Emmons, Esq.  
Gilbert Russell McWherter PLC  
341 Cool Springs Boulevard, Suite 230  
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on this 22<sup>nd</sup> day of February 2017.

s/ Aron Z. Karabel